

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

COASTAL MARINE SERVICES, INC.)	
)	
and)	CASE 21-CA-139031
)	
INTERNATIONAL ASSOCIATION OF HEAT &)	
FROST INSULATORS AND ALLIED WORKERS,)	
LOCAL 5)	

**RESPONDENT COASTAL MARINE SERVICES, INC.'S EXCEPTIONS TO THE
ADMINISTRATIVE LAW JUDGE'S MARCH 1, 2016 DECISION**

Pursuant to Section 102.46 of the Board's Rules and Regulations, Respondent Coastal Marine Services, Inc. (Respondent or CMSI) files the following exceptions to Administrative Law Judge Robert A. Giannasi's (the judge) March 1, 2016 Decision (Decision):

1. Respondent excepts to the judge's finding that "I am bound to follow Board decisions unless they are reversed by the Board itself or the Supreme Court." (Decision, p. 3, ¶ 1 of Discussion and Analysis.)
2. Respondent excepts to the judge's finding that "[t]he Employee Acknowledgement and Agreement in this case falls squarely within those agreements found unlawful by the Board" (Decision, p. 3, ¶ 2 of Discussion and Analysis.)
3. Respondent excepts to the judge's finding that he is not authorized to reject the Board's *D.R. Horton* and *Murphy Oil* decisions. (Decision, p. 4, ¶ 1 of Discussion and Analysis.)

4. Respondent excepts to the judge's finding that D.R. Horton is still viable despite several district court rulings finding the opposite. (Decision, p. 4, ¶ 1 of Discussion and Analysis.)
5. Respondent excepts to the judge's rejection of its argument that the Employee Acknowledgment and Agreement is not unlawful because it contains a provision allowing employees to preserve collective rights. (Decision, p. 4, ¶ 1 of Discussion and Analysis.)
6. Respondent excepts to the judge's rejection of its argument that no employees engaged in concerted activity. (Decision, p. 4, ¶ 1 of Discussion and Analysis.)
7. Respondent excepts to the judge's conclusion of law that "[b]y maintaining its Acknowledgement and Agreement as a condition of employment, Respondent has violated Section 8(a)(1) of the Act." (Decision, p. 4, ¶ 1 of Conclusions of Law.)
8. Respondent excepts to the judge's conclusion of law that "[t]he above violation is an unfair labor practice within the meaning of the Act." (Decision, p. 4, ¶ 2 of Conclusions of Law.)
9. Respondent excepts to the judge's proposed remedy that Respondent shall be ordered to rescind or revise its agreement to make clear to employees that the agreement does not constitute or require a waiver in all forums of their right to maintain or participate in collective and/or class actions, and shall notify employees of the rescinded or revised agreement by providing them a copy of the revised policy or

specific notification that the agreement has been rescinded. (Decision, p. 4, ¶ 1 of Remedy.)

10. Respondent excepts to the judge's recommended order, and accompanying appendix, in its entirety. (Decision, pp. 5-8.)

Respondent has contemporaneously filed a brief in support of these exceptions.

Respectfully submitted this 29th day of March, 2016.

/s/ Danielle H. Moore

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I hereby certify that on March 29, 2016, I e-filed Respondent Coastal Marine Services, Inc.'s Exceptions to Administrative Law Judge's March 1, 2016 Decision with the Board, and immediately thereafter served it by electronic mail upon the following:

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